



GENERAL TERMS AND CONDITIONS UNDER WHICH KPMG ADVISORY N.V. AWARDS ENGAGEMENTS

This a translation of the official Dutch language General Terms and Conditions. In the event of a conflict, the Dutch language version shall prevail.

1. GENERAL

In these General Terms and Conditions the following definitions apply:

Agreement: a written agreement between KPMG and the Contractor in respect of the Contractor's performance of an Engagement, including any amendment or supplement thereto, as well as all legal and other acts in the preparation and performance of the Agreement.

Client: a third party with who KPMG has entered into an agreement in respect of the Main Engagement.

Contractor: the natural person or legal entity with who KPMG enters into an Agreement.

Employee(s): the employee of the Contractor named in the Agreement and/or a third party engaged by the Contractor in the performance of the Agreement.

Engagement: all the Contractor's activities for the benefit of KPMG, consisting of performing engagement-related activities within the framework of the Main Engagement.

General Terms and Conditions: these general terms and conditions.

KPMG: KPMG Advisory N.V.

KPMG Member Firm: any entity, including KPMG, which is a member of the international KPMG network and which is associated with KPMG International Limited (KPMG International), a private English company limited by guarantee, or, directly or indirectly, controls, is controlled by, is under common control or is connected with one or more companies that are members of the international KPMG network and associated with KPMG International, including KPMG, KPMG International and its (sub)licensees.

Main Engagement: all activities to which an Agreement between KPMG and a Client relates, directed at performing advisory activities and/or assurance activities and/or project activities.

2. APPLICABILITY GENERAL TERMS AND CONDITIONS / PRIORITY IN CASE OF CONFLICT

- These General Terms and Conditions form part of the Agreement and apply to the performance of an Engagement by the Contractor.
- The applicability of any conditions of the Contractor is expressly excluded.
- In the event of conflict between the Agreement and the General Terms and Conditions, the Agreement will prevail.

3. FORMATION AND CONTENT OF THE AGREEMENT / ALTERATIONS

- The Agreement will come into being at the moment when KPMG has made a written offer to the Contractor and the Contractor has accepted that offer. Acceptance by the Contractor will be effected by signing and returning to KPMG the copy of the Agreement that was sent when the offer was made.
- Any amendments or changes to the Agreement must be recorded in writing and must be signed by an authorized representative of KPMG and an authorized representative of the Contractor.
- If the Client changes the nature and/or scope of the Main Engagement in the interim, KPMG may change the Agreement accordingly, without KPMG being liable in any manner whatsoever in that context. KPMG will notify the Contractor of amendments and changes in agreement as soon as possible. Contractor will act accordingly. The Contractor will be entitled to payment for any hours and/or working days worked up to that point within the framework of the Engagement.
- If it becomes apparent during the performance of the Agreement that the maximum number of hours and/or working days agreed on will be insufficient to complete the Engagement, the Contractor must notify KPMG accordingly as soon as possible. Parties will consult each other how to deal with this.
- If the progress of the Contractor's work threatens to be delayed or has been delayed, the Contractor must notify KPMG accordingly in writing as soon as possible. The Contractor must state the cause of the delay and the proposed measures to be taken to prevent or remedy the delay or imminent delay. Any delay on the part of the Contractor will nevertheless qualify as breach of Agreement and in such a case KPMG may nevertheless exercise the rights vested in it in the event of breach of Agreement on the part of the Contractor.
- In principle, additional work on the part of the Contractor will not qualify for compensation. If the Contractor's work is demonstrably increased and/or broadened due to additional requirements of KPMG, however, additional work is involved that qualifies for compensation. If the Contractor believes that additional work is involved that qualifies for compensation, it must inform KPMG accordingly as soon as possible, substantiated and in writing. KPMG will ultimately decide whether additional work is involved that qualifies for compensation.

4. PERFORMANCE

- The Agreement includes a description of the work to be performed by the Contractor. Contractor will make sure Employees are aware of the Agreement and act accordingly.
- KPMG is entitled to give Contractor directions in relation to the performance of the Engagement (within the meaning of section 7:402 of the Dutch Civil Code).
- The Contractor must perform its work with due care and expertise and in accordance with the applicable laws and regulations (including specific laws and regulations in relation to insider trading and anti-bribery), standards applied by KPMG, the standards and agreements recorded in the Agreement, and the agreements made with the Client by KPMG within the framework of the Main Engagement.
- The Contractor must ensure that KPMG is immediately informed about any facts and circumstances that are relevant to the correct performance of the Engagement and the Main Engagement.
- The Contractor (or his Employees) may not represent and/or bind KPMG, unless for this end Contractor (or his Employees) - in relation to the performance of the Agreement - received prior written approval of KPMG.
- The Contractor warrants the accuracy, completeness, reliability and legitimacy of the data and documents made available to KPMG, including those originating from third parties.
- Terms within which the Contractor's work must be completed must be regarded as being of the essence.
- Reports, manuals, descriptions of working methods and other documents made available to the Contractor by KPMG will remain KPMG's property. The Contractor may use those documents only for the purposes of the Engagement.

5. SUBSTITUTION; ENGAGEMENT OF THIRD PARTIES

- Without KPMG's specific prior written consent, the Contractor may not have all or part of the Engagement performed by third parties, or otherwise involve third parties in the context of the Agreement. KPMG's consent will not affect the Contractor's responsibility and liability for the fulfillment of its obligations pursuant to the Agreement.
- The Contractor will temporarily or permanently replace an Employee or Employees only on a one-off basis and only with KPMG's prior written consent.
- Insofar as the Contractor is prevented from performing the Engagement for longer than five days due to sickness, an accident or otherwise of the Contractor or its Employee(s), the Contractor must arrange for a replacement by the sixth working day at the latest. The replacement(s) must have at least the same level of specific expertise, training and experience. The original rates or the agreed fixed amount will not be increased.

- The Contractor must arrange for replacement of an Employee at KPMG's first request if KPMG has insufficient confidence in the quality of the work performed and/or results achieved by the person(s) in question or if the Client so requests.
- KPMG may refuse a replacement or replacements proposed by the Contractor.
- The Contractor will not charge any costs related to the replacement to KPMG.
- If the Contractor fails to arrange for a suitable replacement or to do so in a timely manner, KPMG will have the right itself to arrange for a replacement at the Contractor's expense.

6. OWNERSHIP

- All intellectual and other property rights in respect of the results of the Engagement are vested in KPMG. Those rights are transferred to KPMG by the Contractor upon signature of the Agreement, which transfer KPMG hereby accepts immediately after those rights arise. Insofar as a further instrument is required for the transfer of such rights, the Contractor will cooperate upon KPMG's first request without stipulating, or being able to stipulate, any conditions. Any costs related to the creation of such rights will be for the account of KPMG. Reimbursement for the transfer will be deemed to be included in the fee to which the Contractor is entitled under the Agreement.
- The Contractor indemnifies KPMG against any claims of third parties related to any infringement of intellectual property rights of third parties in connection with the Contractor's activities performed and/or results achieved within the framework of the Engagement.

7. CONFIDENTIALITY

- The Contractor must handle all confidential information concerning KPMG, its business and its business affairs, the Client, its business and its business affairs, the Main Engagement, the Agreement, the Engagement, any results achieved by KPMG in the context of the Main Engagement and the results achieved for KPMG by the Contractor as strictly confidential. Without KPMG's express prior written consent, the Contractor will not make any statements to third parties regarding KPMG's approach, working procedures, etc. The Contractor will furthermore not make the results of its activities available to third parties in any form whatsoever. Contractor must take appropriate technical and organizational measures to protect information, taking into account the state of the art and the risks inherent in the processing and the nature of the information to be protected.
- The Contractor must impose its obligation pursuant to this Article 7 on all natural persons and legal entities engaged by it in the context of the Engagement.

8. GUARANTEE

- If an Agreement does not state any guarantee period, a guarantee period of six months after completion of the work by the Contractor will apply. The Contractor guarantees that during that guarantee period it will correct all identified errors and all identified defects in its activities and/or final or other results without delay and at its own expense, irrespective of the cause of the errors and/or defects and without prejudice to its liability. This will be otherwise only if the Contractor demonstrates that the errors and/or defects are not, in their entirety, at the Contractor's risk.
- If, after a written notice from KPMG in which a reasonable period is set for remedying the breach, the Contractor fails to fulfil or no longer fulfils its obligation to observe one or more of the guarantee provisions in this Article, KPMG will have the right, notwithstanding its other rights, to have such default remedied by a third party or third parties without any further notification to the Contractor and to recover the costs from the Contractor.

9. PAYMENT / INVOICING

- In consultation with the Contractor, KPMG will set the maximum number of hours and/or working days that the Contractor may spend on the Engagement or will set a fixed amount for the Engagement, irrespective of the number of hours and/or working days to be spent. The fee will be exclusive of VAT unless otherwise expressly agreed in the Agreement.
- If a maximum number of hours/working days has been set, the Contractor will be paid no more than the maximum number of hours/working days set, even if the Contractor exceeds that maximum. That will be otherwise only if and insofar as KPMG has set a new maximum in writing in accordance with Article 3.4 of these General Terms and Conditions or in the case of additional work that qualifies for compensation as provided for in Article 3.6 of these General Terms and Conditions.
- Unless otherwise expressly agreed in writing, if a maximum number of working days has been set the Contractor will receive no more per working day than eight times the agreed hourly rate.
- The Contractor will draw up and submit its invoices in accordance with the specifications recorded in the Agreement.
- KPMG will pay the invoice from the Contractor, provided that it has been approved by KPMG, within four (4) weeks of receipt.
- Payment may in no event be interpreted as acknowledgement by KPMG of the quality of the activities performed or yet to be performed by the Contractor or of the results achieved or yet to be achieved by the Contractor. Payment by KPMG will not release the Contractor from any liability in that context.

10. LIABILITY / INDEMNITY / INSURANCE

- The Contractor will be liable for any and all loss incurred by KPMG as a result of the fact that the Contractor (including its Employee(s) or a third party/third parties engaged by the Contractor) has failed to fulfil or to sufficiently fulfil its obligations under the Agreement and these General Terms and Conditions.
- The Contractor indemnifies KPMG against any and all claims from the Client arising (to any extent) from or related (to any extent) to the performance of the Main Engagement insofar as such claims (whether or not in part) arise from or (whether or not in part) are related to circumstances that are at the Contractor's risk.
- The Contractor indemnifies KPMG against any and all claims of third parties arising (to any extent) from or related (to any extent) to the performance of the Engagement insofar as such claims (whether or not in part) arise from or (whether or not in part) are related to circumstances that are at the Contractor's risk.
- KPMG is not liable for any damages suffered by the Contractor during the performance of the work.
- The Contractor has taken out adequate insurance to cover its statutory and professional liability. If requested, the Contractor must provide KPMG with proof of insurance or, if requested, must have it stated on the insurance policy that any benefits must be paid directly to KPMG if the latter is required to pay damages to third parties.
- The Contractor hereby assigns in advance all claims in respect of insurance benefit(s) related to loss.

11. PERSONAL DATA PROTECTION

- If Personal Data is processed in the context of the Agreement, the Contractor and KPMG shall comply with the applicable legislation regarding the protection of personal data ("Applicable

- Privacy Legislation"), including the General Data Protection Regulation ("GDPR") and the Dutch General Data Protection Regulation Implementation Act. KPMG has designated a data protection officer (e-mail: FG@kpmg.nl).
2. To the extent that KPMG determines the purpose and means of the processing of the personal data, KPMG will act as a controller and the Contractor will act as a processor within the meaning of the GDPR, in which case the Contractor and KPMG shall conclude a data processing agreement as referred to in article 28 of the GDPR. The provisions of such data processing agreement shall complement and further specify the following provisions:
 - a. Personal data of KPMG shall solely be processed by the Contractor to the extent necessary for the performance of the Agreement and only on the documented instructions of KPMG. The Contractor shall, upon KPMG's request, during or upon termination of the Engagement, delete or return the personal data.
 - b. The Contractor shall take all appropriate technical and organizational security measures to protect the personal data against destruction, loss, alteration or unauthorized disclosure of, or access thereto. These measures will in any case include:
 - measures to ensure that only authorized Employees have access to the personal data;
 - measures to identify weaknesses regarding the processing of personal data in the systems used for providing services to KPMG.
 - c. To enable KPMG to perform its obligations under article 33 of the GDPR, the Contractor will inform KPMG without undue delay, in any case within 12 hours, upon becoming aware of a personal data breach within the meaning of the GDPR. The Contractor shall inform KPMG by sending an e-mail to datalek@kpmg.nl, and furthermore provide all assistance with the investigation and remedy of the breach and mitigation of the consequences thereof.
 - d. The Contractor shall not transfer personal data or provide access thereto to parties outside the European Economic Area without prior written permission of KPMG, and without complying with all legal requirements regarding the transfer of personal data.
 - e. If, in conformity with article 5 sub 1 of the General Terms and Conditions, the Contractor requests the prior written consent of KPMG to engage another processor, the Contractor shall inform KPMG on the purpose of such engagement and the countries where the personal data may be processed. The Contractor shall subject the other processor to the same contractual requirements concerning personal data protection as agreed between the Contractor and KPMG.
 - f. The Contractor shall provide all assistance to KPMG in order for KPMG to audit the compliance of the Contractor with its obligations pursuant to this article 11 and the Applicable Privacy Legislation, including the provision of information and the allowance of audits by KPMG or an auditor authorized by KPMG.
 - g. Upon KPMG's request, the Contractor shall provide all assistance to KPMG in order for KPMG to comply with obligations pursuant to Applicable Privacy Legislation, including but not limited to (i) responding to requests from data subjects wishing to exercise their rights, and (ii) complying with obligations laid down in the articles 32 up to and including 36 of the GDPR.
 3. The Contractor shall indemnify KPMG against any and all claims from third parties relating to the non-compliance by the Contractor with the Applicable Privacy Legislation. This indemnification includes all loss suffered and all (legal) costs that KPMG incurs or suffers in connection with any such claim.
- ## 12. EMAIL AND INTERNET USE
- KPMG and the Contractor may communicate with each other by means of electronic mail (email), electronic storage (including cloud applications) and the internet. The use of email, electronic storage and the internet entails risks, however, for example (but not limited to) distortion, delay, interception, manipulation and viruses. KPMG will not be liable for any damage arising from the use of email, electronic storage and/or the internet. In case of doubt about the content or transmission of email the extracts from KPMG's computer systems will be decisive.
- ## 13. INDEPENDENT PROFESSIONAL PRACTICE / SOCIAL SECURITY CONTRIBUTIONS/WAGE TAX
1. The relationship between KPMG and the Contractor cannot in any manner whatsoever be qualified as an (notional) employment contract for civil law or tax law purposes.
 2. The Contractor warrants towards KPMG that it will perform its work under the Agreement as its own (independent) business or profession.
 3. The Contractor indemnifies KPMG against any claims from the Tax Authorities and/or the social security administration agency or agencies which arise because the Contractor does not comply with the Agreement as agreed upon. The Contractor indemnifies KPMG against any and all claims from an Employee or Employees in respect to an (notional) employment agreement for civil law or tax law purposes with KPMG that may arise.
 4. The Contractor warrants that KPMG is entitled to make the payments referred to in Article 9 of these General Terms and Conditions without any withholding or remittance of wage tax or social security contributions.
 5. If it is at any time established that KPMG is required to remit wage tax and/or social security contributions on payment(s) to the Contractor, KPMG will be entitled to withhold corresponding amounts from that payment or those payments, insofar as necessary retroactively and with possible setoff against later payment(s) to the Contractor.
 6. The Contractor will at all times be and remain responsible and liable for the obligations in respect of each Employee under tax and social security legislation, irrespective of whether the Employee is employed by the Contractor or is hired by the Contractor from a third party or as a self-employed person.
 7. At KPMG's request, the Contractor will provide within thirty (30) days sufficient proof that the wage tax, social security contributions and employee insurance contributions have been remitted in full and in a timely manner for each Employee. If the Contractor fails to provide sufficient proof before that deadline, KPMG will have the right to suspend all payments to the Contractor.
 8. Contractor shall, at first request of KPMG, provide documentation mentioned on the identification document of Employees and/or third parties engaged by Contractor with a Dutch nationality or a nationality of a member state of the European Union, the European Economic Area or Switzerland. For Employees and/or third parties engaged by Contractor with another nationality than described above, Contractor will before the start of the Engagement provide a valid copy of identification documentation in accordance with the Foreign Nationals Employment Act (*Wet arbeid vreemdelingen* or *Wvav*). Contractor will comply (in accordance with the Foreign Nationals Employment Act) with the obligation to provide a copy of work- or residence permits of Employees and/or engaged third parties, before the start of the Engagement. Contractor will notify KPMG immediately in relation to changes of the work- and residence permits.
 9. Contractor will make sure that KPMG can verify the identity of Employees and/or third parties engaged by contractor by means of a valid original passport, identification card and or residence permit, before the start of the Engagement (in accordance with the Identification Requirement Act (*Wet op de identificatieplicht*)). Contractor shall also make sure that Employees are able to prove their identity by an identification document at all times (in accordance with the Identification Requirement Act (*Wet op de identificatieplicht*)).
 10. If Contractor is in default to comply with the obligations of paragraphs of this article 13, KPMG is entitled to refuse Employees and third parties engaged by Contractor access to the Engagement.
- The Contractor indemnifies KPMG of every claim, possible fines and/or otherwise in relation to illegal employment and/or non-compliance with the obligations of the Identification Requirement Act (*Wet op de identificatieplicht*).
11. During the performance of the Engagement, Contractor shall comply with all applicable law and regulations related to employment conditions, including the Act on Combating Sham Arrangements (*Wet Aanpak Schijnconstructies*), and applicable collective agreements.
 12. Contractor shall register all employment conditions regarding the Engagement on an insightful and accessible manner.
 13. Upon request, Contractor will provide instant access to competent authorities in relation to the employment conditions.
 14. Upon request, Contractor will provide instant access to the employment conditions mentioned in paragraph 13 of this article if Contractor considers it necessary to prevent or handle a pay claim (*loonvordering*) concerning performed work in relation to the Engagement.
 15. Contractor will impose the obligations described in the paragraphs above to all the third parties who are engaged in relation to the Engagement and stipulates in the agreements with third parties that those third parties will impose the described conditions to all parties they engaged to perform the Engagement.
 16. Contractor shall, at a first request of KPMG, cooperate to provide evidence, tests, random tests and/or audits so that KPMG can verify whether or not Contractor complies with the applicable laws and regulations including the obligations described in this article.
- ## 14. NON-SOLICITATION ARTICLE / NON-COMPETITION
1. During the term of the Agreement and for one (1) year after its termination, the Contractor will not be allowed to solicit contracts from the Client, to accept and/or perform any engagement(s) for the Client or to enter the Client's employment. This also applies to the Client's business units and affiliated entities.
 2. If the Contractor can provide sufficient proof that weighty interest are involved, KPMG may decide to release the Contractor from the obligations in Article 14.1 of these General Terms and Conditions. In that case the Contractor must pay KPMG compensation equal to twenty-five percent (25%) of its net turnover for all engagements at the Client, subject to a minimum of twelve thousand five hundred euros (EUR 12,500), unless alternative compensation is recorded in the Agreement.
 3. For the duration of the Agreement and for a period of one (1) year after its termination, the Contractor may not enter into or offer an employment contract to employees of KPMG without KPMG's express written consent.
- ## 15. EXPIRATION
- Unless otherwise provided in the General Terms and Conditions, any right of action and other powers of the Contractor vis-à-vis KPMG on any account whatsoever will end upon the lapse of one (1) year after the moment when the Contractor became aware or could reasonably be aware of the existence of the right or powers in question.
- ## 16. DURATION / TERMINATION / DISSOLUTION
1. The Agreement will be concluded for a fixed term, as recorded in the Agreement. The Agreement may be extended if KPMG and the Contractor so agree in writing.
 2. The Agreement will end by operation of law as soon as the Main Engagement ends (for any reason whatsoever). This also applies if the fixed term referred to in paragraph 1 of this Article has not expired. KPMG will notify the Contractor accordingly as soon as possible.
 3. Only KPMG may prematurely terminate (*opzeggen*) the Agreement, without being liable for damages and with due observance of a reasonable notice period.
 4. This Agreement can at all times be terminated prematurely by KPMG if: (i) Contractor creates a conflict of interest or independence issue which is - in fact or appearance - not in the interest of a KPMG Member Firm or (ii) when KPMG is obliged to do so by applicable laws and regulations.
 5. Both KPMG and the Contractor will have the right to dissolve (*ontbinden*) the Agreement in full or in part with immediate effect and without being liable for damages, if:
 - (i) the other party is in breach of an essential obligation arising from the Agreement and/or these General Terms and Conditions and the other party is in default in that context (within the meaning of section 6:81 of the Dutch Civil Code);
 - (ii) the other party justifiably invokes force majeure (within the meaning of section 6:75 of the Dutch Civil Code) and the event of force majeure lasts (or is expected to last) thirty days or longer; or
 - (iii) the other party has been granted or has applied for a suspension of payment, has filed a petition in bankruptcy or has been declared bankrupt, or if the other party otherwise proves insolvent or ceases its business operations.
- ## 17. CONSEQUENCES OF END OF AGREEMENT
1. If the Agreement ends prematurely (for any reason whatsoever), the Contractor must unreservedly place the results (whether or not final) of the activities performed until that moment at KPMG's disposal.
 2. If the Agreement ends prematurely due to circumstances attributable in part to the Contractor, the Contractor must indemnify KPMG against any claims for damages from the Client in connection with and/or arising from the premature termination of the Agreement.
- ## 18. CONTINUED EFFECT
- All rights and obligations arising from the Agreement that by their purport are intended to continue in force after termination of the Agreement will remain in full force between KPMG and the Contractor after the Contract has ended.
- ## 19. TRANSFER
- Neither of the parties to the Agreement may transfer the rights and obligations related to or arising from the Agreement to a third party without the other party's express written permission.
- ## 20. PENALTY ARTICLE
- If the Contractor violates the obligations recorded in the Agreement or in Articles 4, 5, 6, 7, 8, 10, 11, 13, 14, 17 and 19 of the General Terms and Conditions during the term of the Agreement or after its termination, it will forfeit to KPMG for each act a penalty of one thousand euros (EUR 1,000) per day or part of day on which such act continues, without prejudice to KPMG's right, whether or not in addition to the penalty, to claim full damages or performance, or to exercise other rights vested in KPMG in the event of breach on the part of the Contractor.
- ## 21. APPLICABLE LAW AND CHOICE OF FORUM
- The Agreement is governed by Dutch law. All disputes connected to or arising from the Agreement will fall under the exclusive jurisdiction of the competent court in the district in which KPMG has its seat.